

SERIAL 06057 C COMPACTOR, 14-15 TON, VIBRATORY STEEL WHEEL (NIGP 76066)

DATE OF LAST REVISION: August 16, 2006 CONTRACT END DATE: August 31, 2007

CONTRACT PERIOD THROUGH AUGUST 31, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **COMPACTOR, 14-15 TON, VIBRATORY STEEL WHEEL (NIGP 76066)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 24, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/ks
Attach

Copy to: Clerk of the Board
Jim Hutchinson, Equipment Services
Kathy Sicard, Materials Management

**INVITATION FOR BID FOR: COMPACTOR, 14 - 15 TON, VIBRATORY STEEL WHEEL
(NIGP CODE 76066)**

1.0 INTENT:

The intent of this Invitation for Bids is to establish a contract for the items specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. One (1) or more **COMPACTOR, 14/15-TON DUAL DRUM VIBRATORY TYPE**, to be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix AZ.. as covered by the purchase order only.

2.0 TECHNICAL SPECIFICATIONS (Minimum):

2.1 DIMENSIONS/CAPACITIES:

- 2.1.1 **Operating Weight** - Min. 28,000 lb. with ROPS/FOPS.
- 2.1.2 **Static Weight** @ Front Drum – Min. 13,512
- 2.1.3 **Static Weight** @ Rear Drum – Min. 13,890
- 2.1.4 **Overall Length** – Max. 236”
- 2.1.5 **Wheelbase** – 124” to 145”
- 2.1.6 **Overall Width** – Max. 94”
- 2.1.7 **Overall Height** - Max. 128” to the top of the ROPS/FOPS.
- 2.1.8 **Curb Clearance** – Min. 15 ”
- 2.1.9 **Outside Turning Radius Drum Edge** – Max. 303”
- 2.1.10 **Fuel Capacity** – Min. 61 gal.
- 2.1.11 **Articulation Angle** – Min. +/- 28°
- 2.1.12 **Oscillation Angle** – Min. +/- 7°
- 2.1.13 **Hydraulic Oil Capacity** – Min. 10.5 gal.
- 2.1.14 **Head Room** – Min. 39” measuring from top of seat cushion to the cab ceiling with seat at full height, non-weighted.

2.2 DRUM:

- 2.2.1 **Width** – Min. 84”
- 2.2.2 **Diameter** – Min. 51”
- 2.2.3 **Shell Thickness** – .70”
- 2.2.4 **Finish** – Machined drum surface; chamfered and radius drum edges.

2.3 VIBRATION:

- 2.3.1 **Frequency** – Min. 2500

- 2.3.2 **Nominal Amplitude, Low** – Min. .012”
- 2.3.3 **Nominal Amplitude, High** – Min. .024”
- 2.3.4 **Centrifugal Force Range, Low Amplitude** – Min. 13,039 lb.
- 2.3.5 **Centrifugal Force Range, High Amplitude** – Min. 31,000 lb.
- 2.4 **PROPULSION:**
 - 2.4.1 **Type** – Hydrostatic both drums
 - 2.4.2 **Drum Drive** – Heavy-duty radial piston motors, or equal.
 - 2.4.3 **Travel Speed** – Min. 4.5 mph
 - 2.4.4 **Compaction Speed** – Min. 2.0 mph
- 2.5 **ENGINE:**
 - 2.5.1 **Type** – Diesel, Cummins QSB 3.9-C turbocharged, ~~air~~**liquid**-cooled 6-cylinder or equal.
 - 2.5.2 **Horsepower** – Min. 125 @ 2200 rpm
 - 2.5.3 **Cooling** – Heavy-duty system designed for Arizona’s extreme heat operating conditions.
 - 2.5.4 **Air Filtration** – Heavy-duty system designed for Arizona’s dry dusty operating conditions.
 - 2.5.5 **Fuel Filtration** – Heavy-duty replaceable spin-on type.
- 2.6 **ELECTRICAL:**
 - 2.6.1 **Volt**– 12 or 24 DC
 - 2.6.2 **Alternator** – Min. 95 ~~50~~amps
 - 2.6.3 **Battery** – Heavy-duty maintenance-free type with adequate CCA to crank engine at 0°F.
 - 2.6.4 **Lights** - Unit shall be equipped with all Mfr.’s advertised standard lighting and shall include heavy-duty halogen work lights front and rear.
- 2.4 **INSTRUMENTS/GAUGES:** (Shall include all Mfr.’s advertised instrumentation shall include items listed below.)
 - 2.4.1 **Engine Oil Pressure**
 - 2.4.2 **Engine Coolant Temperature**
 - 2.4.3 **Hydraulic Oil Temperature**
 - 2.4.4 **Fuel Gauge**
 - 2.4.5 **Electric Hour Meter**
 - 2.4.6 **Air Cleaner Restriction Indicator**
 - 2.4.7 **Parking Brake On Indicator**

2.5 **STEERING:**

Power assist

2.6 **BRAKES:**

2.6.1 **Type** –Hydraulic and Hydrostatic

2.6.2 **Emergency/Parking** – Spring applied, engine stall fail safe, hydraulic release or equal.

2.7 **WATER SYSTEM:**

2.7.1 **Type** – Pressurized corrosion proof spray system including water tank(s).

2.7.2 **Pumps** – Mfr.'s standard

2.7.3 **Spray Bars** – Min. one for each drum, or equal system.

2.7.4 **Spray Nozzles** – Heavy-duty non-corrosive fan spray type, with a minimum of 4-nozzles per spray bar, or equal system.

2.7.5 **Water Filtration** – Sock strainer on tank(s), primary filter on pump(s), fine filter on each nozzle or equal triple filtration system.

2.7.6 **Drum Wipers** – Front and rear rubber or equal wipers on each drum.

2.7.7 **Water Tank Capacity** – Min. 310

2.8 **OPERATOR STATION:**

2.8.1 **Operator's Console** – Five (5) position lighted swivel design.

2.8.2 **Seat** – Heavy duty, adjustable, with durable weather-resistant covering equipped with seatbelts that meet State and Federal standards.

2.8.3 **Controls/Instrumentation** – All within clear view and easy reach of operator in all positions.

2.8.4 **ROPS/FOPS** – Canopy shall meet State and Federal standards.

2.8.5 **Head Room** - Min. 39" measuring from top of seat cushion to the cab ceiling with seat at full height non-weighted.

2.9 **VANDAL PROTECTION:**

Manufacturer's maximum, to include lock type covers for instrumentation, battery, and reservoirs for oil, water, etc. Locks shall be keyed alike.

2.10 **SAFETY ITEMS / REQUIREMENTS:**

2.10.1 **Back-up Alarm** – Electronic, waterproof type, meeting SEAJ994 JUN80 criteria, installed in a protected location.

2.10.2 **Non-Skid Surfaces** – All steps and standing area shall have non-skid surfaces.

2.10.3 **Lighting** – Shall meet all AZ State and Federal standards.

2.10.4 **Beacon Light** – WHELEN #S360CAP, amber lens, multi-flash strobe, installed per manufacturer's standard, top center of canopy or equal, clearly seen 360°; operational anytime ignition switch is on.

2.10.5 **Regulation Criteria** – Compactor shall meet all AZ., State, Federal and OSHA regulations, including any equipment or component added by the vendor or sub-contractor, no exceptions.

2.11 **PAINT:**

Manufacturer's standard paint and color.

2.12 **KEYS:**

Each unit shall have three ~~(3)~~ (5) sets of keys with rings, tags and be properly identified with last five (5) digits of vehicle identification number.

2.13 **GENERAL INFORMATION:**

Complete inspection shall be made by vendor prior to delivery to ensure that the unit is in compliance with all specifications and ready for full operation; shall include any components installed by the vendor or sub-contractor. Three (3) operator's manuals per unit shall be supplied, one (1) comprehensive parts manual, three (3) maintenance/ repair, overhaul, drive-ability, electrical / emissions, wiring / vacuum diagrams (book form or CD). Manuals and/or CDs shall be delivered with the Compactor. Electrical wiring installed by the dealer or sub-contractor shall follow standard vehicle manufacturer's procedures, including color-coding, run-in conduit, nylon ties, rubber grommets for holes in metal. Wiring shall not be routed across the engine or any other major component. Circuit breakers or ATO fuses in sealed receptacles as appropriate for accessory installed. Electric power supply to be picked up at the vehicle manufacturer's provided accessory terminals. Relays shall be used where heavy electrical load demand is required. Vendor shall supply Dealers Invoice, Manufacturer's Certificate Of Origin, Warranty Paperwork and a copy of the P/O when the vehicle is delivered.

2.14 **DELIVERY:**

Delivery shall be F.O.B. Destination within 120 days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.15 **SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.15.1 Contract Serial number.

2.15.2 Contractor's name and address.

2.15.3 Using Agency name and address.

2.15.4 Using Agency purchase order number.

2.15.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.16 ACCEPTANCE:

Upon delivery and/or successful installation, the equipment shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.17 TRAINING:

The Contractor shall provide a minimum of four (4) hours to completely train County personnel in the use and care of the equipment.

2.18 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement shall be performed at no additional charge to the County. All warranty periods shall begin upon acceptance by the Using Agency.

2.19 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

2.20 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.21 MODEL / YEAR OF MATERIALS:

The County will only accept bids offering current model / year equipment .

2.22 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

2.23 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a one (1) year period.

3.2 INDEMNIFICATION AND INSURANCE:

3.2.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.3 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.3.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.3.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.3.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.3.4 Certificates of Insurance.

3.3.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.3.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 ORDERING AUTHORITY.

- 3.4.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management.
- 3.4.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.4.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.
- 3.4.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT OFFICER, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677
(jim.hutchinson@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.6 EVALUATION CRITERIA.

3.6.1 The evaluation of bids shall be based on, but will not be limited to, the following:

3.6.1.1 Compliance with specifications.

3.6.1.2 Price.

3.6.1.3 Determination of responsibility.

3.6.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.7 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy (labeled) and one (1) extra hard copy copy of Pricing Pages (Attachment A). Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.8.1 ADDITIONAL PRICING:

The Contractor is strongly encouraged to offer additional pricing for related items, materials, components which are not specifically addressed as line items in this solicitation. Pricing offered should be noted on the pricing pages of the Contractor's bid in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

3.9 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

3.9.1 **Mandatory:** One (1) original hard copy (labeled), one extra hard copy and two (2) hard copies of Catalogs and/or Price Lists,

3.9.2 **Mandatory:** Attachment "A", Pricing;

3.9.3 **Mandatory:** Attachment "B", Agreement; and

3.9.4 **Mandatory:** Attachment "C", References.

3.9.4 **Mandatory:** Technical and Descriptive Sales Literature (per paragraph 2.14)

3.9.5 **Mandatory:** Pre-Bid Conference, July 27, 2006 at 1:00 P.M. at the Materials Management Conference Room, 320 W. Lincoln St., Phoenix, AZ 85003

3.10 POST AWARD MEETING:

The Contractor shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

FALCON POWER INC, 1411 N 27TH AVE, PHOENIX, AZ 85009

PRICING SHEET: C389507/B0700164

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

1.0 PRICING:

1.1 ITEM DESCRIPTION: UNIT PRICE EACH

1.1.1 One (1) or more COMPACTOR, 14/15-TON DUAL DRUM VIBRATORY TYPE, \$ 117,648.00/ EACH
in accordance with specifications.

1.2 Manufacturer / Model: Dynapac CC622V HF

1.3 Warranty: 3 years or 4,000 hours, whichever occurs first

(Minimum acceptable on the complete unit including options is 12-months parts, labor and travel. Please specify any additional warranties offered on the engine, transmission, etc. in the space provided below. Attachments may be offered only as amplifying informations):

SEE ATTACHMENTS FOR MORE INFORMATION.

1.4 Delivery (days ARO): 120

1.5 Cutoff dates for ordering any of the above items and options, if any. REQUIRED: 8/08/07

2.0 OPTIONS: Will Be Used As Part Of Bid Award Process.

2.1 COCOA MATS - Designed to provide continuous distribution of water \$ 4,335.00
without the water spray system having to work continuously. (installed) (tax not included)

2.2 Water Distribution Mats - If available. Designed to keep the drum surface \$ N/A
wet in extremely dry, hot or windy conditions.

Terms: Net 30

Vendor Number: W000000959 X

Telephone Number: 602-269-3221

Fax Number: 602-269-6918

Contact Person: Andrew Kramer

E-mail Address: ak@falconpower.com

Company Web Site: www.falconpower.com

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2007.**